

SOS Outreach Release of Liability

LIABILITY AGREEMENT AND RISK RELEASE

Participant: *(Please Print)* _____ **Age:** _____ **Sex:** _____

Mailing Address: _____ **City/Town:** _____ **State:** _____ **Zip:** _____

Date of Birth: _____ **Phone:** () _____ **Email Address:** _____

The activities of SOS Outreach may involve strenuous physical exercise, exposure to changing weather and terrain elements, and the use of potentially dangerous equipment. They also demand the total attention and responsibility of each participant, either as an individual or part of a cooperating group. In addition, these activities include the inherent risk of fatigue, mental stress, injury or death. Your permission, indicated below, acknowledges these risks.

1. I understand that outdoor recreational activities and sports such as snowboarding, skiing, rock climbing, hiking, camping and teambuilding are HAZARDOUS ACTIVITIES. I understand that participation in such activities and the use of associated equipment involves risk of injury to any and all parts of my body. I understand that having an SOS Outreach employee, representative or volunteer present does not lessen the amount or severity of the risks of these activities. I understand that SOS is not responsible for my safety. It is further understood that training or competing is more hazardous than recreational participation. Furthermore, I understand that I must keep deliberate and conscious control of my physical body, both on the ground and in the air, while properly using my equipment in variable terrain and weather conditions. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
2. I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in these activities.
3. I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in these activities or related activities, and I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS SOS Outreach, its directors, officers, agents, employees, sponsors, and volunteers, the United States Forest Service, the equipment manufacturers and distributors, all event sponsors and all of the resorts or entities that provide facilities for the conduct of these activities (hereinafter "releasees") from any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in these activities, related activities, or my use of the releasees' premises or equipment, regardless of how or by whom or by what the personal injury, death and/or property damage was caused. As a condition of my, or my child, being entitled to participate in such SOS activities, I hereby promise not to bring (on my behalf, on behalf of my child or otherwise) any claim against or sue RELEASEES in connection with such activities.
4. I voluntarily agree to release, forever discharge, indemnify, defend, and hold harmless the releasees from any and all claims, suits, costs and attorney's fees for damage and personal injury to me, my child or my property resulting from the negligent acts or omissions of the releasees. I understand that the releasees are not responsible for the consequence of their own negligence, that is, their failure to use reasonable care in any way.
5. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of the State of _____. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.
6. I consent to the use by releasees of any pictures (video and print) for commercial purposes, or otherwise, of me in connection with the activities of SOS.
7. I agree that in the event of a medical emergency, SOS Outreach, its agents, employees and volunteers, may provide emergency medical assistance deemed necessary under the circumstances. I further agree and authorize SOS Outreach, its agents, employees and volunteers, to make any and all necessary arrangements for emergency care and I agree that these parties shall be free from any liability to me or my heirs for personal injury or loss resulting from my transportation to a medical facility.
8. I understand that permission to participate in an SOS program and to use its equipment is being given to the undersigned participant in exchange for the execution of this Liability Agreement and Risk Release. I have read the above paragraphs and fully understand them. I understand that this is a RELEASE OF LIABILITY which will legally prevent me or any other person from filing suit or making any other claims for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I have made no misrepresentations to releasees regarding my name, age, or medical condition.

Signature (Participant): _____ **Date:** _____

Participant Under 18 Years of Age: As parent/guardian signing this agreement for the above named minor, I acknowledge that I am authorized to sign this agreement for the minor. I acknowledge and agree that I have read the above release, and that by signing this Release on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS the releasees for any claim or suit arising out of said minor's participation in SOS activities.

Signature (Guardian): _____ **Date:** _____